

1 STEVEN B. WOLFSON
2 DISTRICT ATTORNEY
3 CIVIL DIVISION
4 By: **STEPHANIE A. BARKER**
5 Chief Deputy District Attorney
6 State Bar No. 3176
7 500 South Grand Central Pkwy., 5th Flr.
P. O. Box 552215
Las Vegas, Nevada 89155-2215
Telephone: (702) 455-4761
Facsimile: (702) 382-5178
Stephanie.Barker@ClarkCountyDA.com
Attorney for Defendants

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

11 HENRY LEE CULLINS, SR.,)
12 Plaintiff,)
13 vs.)
14 STEVE WOLFSON, Clark County District)
15 Attorney, and the CLARK COUNTY)
16 OFFICE OF THE DISTRICT ATTORNEY,)
17 FAMILY SUPPORT DIVISION,)
Defendants.)
Case No: 2:12-cv-02121-RCJ-NJK

**STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE**

20 COME NOW THE PARTIES, Plaintiff HENRY LEE CULLINS, SR., by and
21 through his attorney NIKOLL NIKCI, ESQ., and Defendants STEVEN WOLFSON, Clark
22 County District Attorney and the CLARK COUNTY OFFICE OF THE DISTRICT
23 ATTORNEY, FAMILY SUPPORT DIVISION, by and through their attorney, Chief Deputy
24 District Attorney STEPHANIE A. BARKER, and hereby stipulate that the foregoing matter
25 may be dismissed, with prejudice, each party to bear their own attorney's fees and costs, on

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1 **STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE**

2 Case No: 2:12-cv-02121-RCJ-NJK

3 the terms set forth in the Settlement Agreement and Mutual Release of Claims attached
4 hereto as Exhibit A, and by this reference incorporated herein.

5 DATED: April 29, 2013, 2013.

6 STEVEN B. WOLFSON
7 DISTRICT ATTORNEY

8 By: Stephanie A. Barker
9 STEPHANIE A. BARKER
Chief Deputy District Attorney
State Bar No. 3176
500 South Grand Central Pkwy., 5th Flr.
P. O. Box 552215
Las Vegas, NV 89155-2215
10 *Attorney for Plaintiff Clark County*

11 DATED: April 18, 2013.

12 THE NIKCI LAW GROUP, LTD.

13 By: Nikoll Nikci
14 NIKOLL NIKCI, ESQ.
State Bar No. 10699
3651 Lindell Road, Suite D
Las Vegas, NV 89103
15 *Attorney for Plaintiff*

16 *****

17 **ORDER**

18 IT IS SO ORDERED this 6th day of May, 2013.

19 R. James
20 U. S. DISTRICT COURT JUDGE

EXHIBIT “A”

EXHIBIT “A”

1 STEVEN B. WOLFSON
2 DISTRICT ATTORNEY
3 **CIVIL DIVISION**
4 By: **STEPHANIE A. BARKER**
5 Chief Deputy District Attorney
State Bar No. 3176
500 South Grand Central Pkwy., 5th Flr.
P. O. Box 552215
Las Vegas, Nevada 89155-2215
Telephone: (702) 455-4761
Facsimile: (702) 382-5178
Stephanie.Barker@ClarkCountyDA.com
7 *Attorney for Defendants*

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9 **UNITED STATES DISTRICT COURT**
10
11 **DISTRICT OF NEVADA**

12 HENRY LEE CULLINS, SR.,)
13 Plaintiff,)
14 vs.)
15 STEVE WOLFSON, Clark County District) Case No: 2:12-cv-02121-RCJ-NJK
16 Attorney, and the CLARK COUNTY OFFICE)
17 OF THE DISTRICT ATTORNEY, FAMILY)
18 SUPPORT DIVISION,)
19 Defendants.)
20

21 **SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

22 The Parties, Plaintiff HENRY LEE CULLINS, SR., through his attorney NIKOLL NIKCI,
23 ESQ., and Defendants STEVEN WOLFSON, CLARK COUNTY DISTRICT ATTORNEY and the
24 CLARK COUNTY OFFICE OF THE DISTRICT ATTORNEY, FAMILY SUPPORT DIVISION,
25 through their attorney STEPHANIE A. BARKER, Chief Deputy District Attorney, hereby agree that
the matter of Henry Lee Cullins, Sr. vs. Clark County District Attorney and the Clark County Office
of the District Attorney, Family Support Division, United States District Court Case Number 2:12-
cv-02121-RCJ-NJK (the “Litigation”) shall be fully and finally resolved, inclusive of claims for
attorney’s fees and costs, as set forth in this Settlement Agreement and Release of All Claims (the
“Agreement/Release”).

1 Defendants shall make a one-time monetary payment to the Plaintiff in the total amount of
2 SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$7,500.00). This
3 settlement payment is contingent upon Defendants' receipt of executed United States Department of
4 the Treasury IRS W-9 Forms for both Plaintiff and his counsel, and will be payable by Defendants
5 within 10 business days of Defendants' receipt of the executed W-9's, along with this
6 Agreement/Release executed by Plaintiff and Plaintiff's counsel. The settlement payment will then
7 be exchanged for a Stipulation to Dismiss this action with prejudice, executed by Plaintiff's counsel.

8 This Agreement/Release is intended to, and does hereby, fully and finally mutually resolve
9 all causes of action set forth in the Litigation for the sole consideration set forth herein.

10 Without any admission of fault or liability, it is the intention of the parties hereto to mutually
11 settle and dispose of, fully and completely, any and all claims, demands, obligations, damage,
12 liability and causes of action asserted in or arising out of the events described in the Litigation.

13 For the sole consideration set forth herein, Plaintiff, for himself individually, his heirs,
14 executors, administrators, successors and assigns, unconditionally releases the Defendants and each
15 and all of their departments, governing bodies, governing officials, insurers, agents, servants,
16 representatives, employees, past, present and/or future, predecessors and successors in interest, and
17 all other persons or entities connected therewith including any and all of their employers and
18 employees, past and present (collectively the Releasees), from any and all claims or causes of action,
19 both known and unknown, asserted or unasserted in the Litigation, arising out of, or which could
20 have arisen out of the events described in or related to the Complaint on file therein, for the express
21 purpose of precluding any future or additional claims against Releasees for any damages or costs
22 arising out of events related to either the Litigation or this Agreement/Release.

23 For the sole consideration set forth herein, Defendants agree to refrain from further collection
24 action against Plaintiff related to claims for collection of unpaid child support that were discharged
25 as satisfied by the United States Bankruptcy Court, Southern District of Indiana, Indianapolis
26 Division, in Case No. 05-13727-AJM-13.

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1 It is acknowledged that this Agreement/Release sets forth the full and complete agreement
2 between the parties hereto, and there are no independent, collateral, different, additional or other
3 understandings or agreements, oral or written, or obligations to be performed, things to be done, or
4 payments to be made by any of the parties hereto.

5 It is further acknowledged that this Agreement/Release is entered into because the parties
6 hereto wish to resolve their differences, to avoid the expense and inconvenience of any further
7 litigation of this action, and that this Agreement/Release reflects settlement of contested claims
8 without an admission of any liability of any kind as between these parties.

9 This Agreement shall be construed, interpreted and enforced in accordance with the laws of
10 the State of Nevada, and shall not be construed against any party on the basis that its attorney drafted
11 the Agreement.

12 DATED this 27 day of April, 2013.

13 STEVEN B. WOLFSON
14 DISTRICT ATTORNEY

15 By: Stephanie A. Barker
16 STEPHANIE A. BARKER
Chief Deputy District Attorney
State Bar No. 3176
500 South Grand Central Pkwy., 5th Flr.
17 Las Vegas, Nevada 89155-2215
18 *Attorney for Defendant Clark County*

DATED this 18 day of Ap, 2013.

CLARK COUNTY

By: George W. Stevens
GEORGE STEVENS
Chief Financial Officer

19 DATED this 18 day of Apr. 1, 2013.

20 THE NIKCI LAW GROUP, LTD

21 By: Nikoll Nikci
22 NIKOLL NIKCI, ESQ.
State Bar No. 10699
3651 Lindell Road, Suite D.
23 Las Vegas, NV 89103
24 *Attorney for Plaintiff*

DATED this 28 day of MARCH, 2013.

PLAINTIFF

By: Henry Lee Cullins, SR
HENRY LEE CULLINS, SR.

ACKNOWLEDGMENT

STATE OF Indiana)
COUNTY OF Marion) ss:

On this 28th day of March 2013, before me, the undersigned Notary Public in and for the County of Marion, State of Indiana, personally appeared HENRY LEE CULLINS, SR., known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS, in United States District Court, District of Nevada, Case No. 2:12-cv-02121-RCJ-NJK; HENRY LEE CULLINS, SR. acknowledged to me that he executed the same freely and voluntarily, without duress or coercion of any kind, and for the uses and purposes therein mentioned.

Ruth Ann Adams

NOTARY PUBLIC in and
for said County and State

